



**Kurt E. Floren**  
Agricultural Commissioner/  
Director of Weights and Measures

## **COUNTY OF LOS ANGELES**

### **Department of Agricultural Commissioner/ Weights and Measures**

12300 Lower Azusa Road  
Arcadia, California 91006-5872  
<http://acwm.co.la.ca.us>

**Robert G. Atkins**  
Chief Deputy

May 30, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**TERMINATE FOR DEFAULT EXISTING WEED ABATEMENT SERVICES  
CONTRACT FOR THE AGRICULTURAL COMMISSIONER/WEIGHTS AND  
MEASURES DEPARTMENT (ACWM) FOLLOWED BY RE-AWARD TO  
NEXT LOWEST ACCEPTABLE BIDDER  
(FIFTH DISTRICT) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Terminate for default Contract 75298 for weed abatement tractor discing with Blalock's Landscaping and re-award the contract to the next lowest acceptable bidder in the original bid.
2. Award and instruct the Mayor to sign the attached vendor contract with Gardner Tractor Service, in the amount of \$262,700, for the period commencing from the date of Board approval through June 30, 2007, with a one year renewal option.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 7, 2005, your Board awarded a contract to Blalock's Landscaping for weed abatement tractor discing in the Antelope Valley. In order to handle the volume of work and provide meaningful fire protection for the residents of the Antelope Valley, the contract requires two tractors and two qualified operators. Last season, during the first several months of the contract, the vendor provided the necessary equipment and performed satisfactorily. This season, however, the contractor has refused to supply the contract-specified equipment and operators offering, instead, only one tractor and operator despite repeated and ongoing efforts on the part of ACWM staff. The contractor's unwillingness or inability to abide by the contract jeopardizes the fire safety of many residents in the Antelope Valley.

Gardner Tractor Service is the next lowest acceptable bidder. Gardner Tractor Service responded with a bid consistent with other contracts for similar work and has a good

history of performing work for ACWM. We recommend awarding the contract for remainder of this fiscal year and all of fiscal year 2006-2007 to Gardner Tractor Service.

#### Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal 1 (Service Excellence): The use of vendors provides ACWM with the ability to effectively respond to the highly seasonal workload inherent in hazardous weed and brush removal. The efficient replacement of uncooperative or unresponsive vendors, if needed, is a key component of a successful vendor program.
- Goal 3 (Organizational Effectiveness): The assistance provided by vendors for certain routine weed and brush clearing operations frees ACWM personnel to effectively respond to more challenging situations.
- Goal 6 (Community Services): The timely removal of hazardous weeds, brush, and rubbish improves the quality of life for the residents of Los Angeles County's unincorporated communities.

#### **FISCAL IMPACT/FINANCING**

There is no net County cost. The cost of the program including the cost of vendors is 100% recoverable through property tax liens and direct charges.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The current contract was awarded for the period of July 1, 2005 to June 30, 2006. The terms of the contract allow for two one-year extensions upon mutual consent. During the initial months of the contract period, the contractor provided the required equipment and operators and generally performed satisfactorily. As a result, the contract was renewed for an additional one-year period. Now, however, the contractor has defaulted by refusing to provide the necessary equipment.

The terms of the contract provide for termination of the contract for contractor's default in any one of the following circumstances:

1. If Contractor fails to perform the service within the specified time or any extension thereof; or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failures.

The Honorable Board of Supervisors  
May 30, 2006  
Page 3

In addition to multiple verbal directives from staff, the contractor, Blalock's Landscaping, was notified in writing of the requirement for two tractors and two operators in March 28, April 17, April 27, May 1, and May 4, 2006, correspondences. Notwithstanding the verbal and written notifications, the contractor has failed to provide the two tractors and two operators specified by the contract. The notification requirement having been met, the contractor is in default and we recommend the termination of Contract 75298.

The Contract specifies that the original Invitation for Bids (IFB) is incorporated into, and became part of, the contract. Section 1.3.1(c) in the IFB states, in part, that if a contractor is dismissed or resigns from his or her contractual agreement, the Agricultural Commissioner/Director of Weights and Measures may award this portion of the contract to the next lowest acceptable bidder in the original bid. In addition, language in the contract authorizes that, in the event the County terminates the agreement, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Pursuant to the above, we are recommending that the contract with Blalock's Landscaping be terminated for default and re-awarded to Gardner Tractor Service under the terms specified herein.

### **CONTRACTING PROCESS**

ACWM received four bids in response to the Weed Abatement 2005/2006 Invitation for Bids, Hourly Discing in the Antelope Valley (Zone 8). The bids were reviewed by an evaluation committee composed of three ACWM staff members and rated according to qualifications, equipment, and cost. Of the bids received, Gardner Tractor Service was rated as the next lowest acceptable bidder to perform the weed abatement services.

Gardner Tractor Service was selected without regard to race, gender, creed, or color.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended Board action will support the current level of program services upon Board approval through June 30, 2007, with a one-year renewal option.

### **CONCLUSION**

When approved, ACWM requires one (1) signed copy of the contract and minute order of the Board's action.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner/Director of Weights and Measures

KEF:RGA:RBS:cm  
ReawdGardner13months2006\_07.wpd

Attachment

c: Chief Administrative Officer  
County Counsel

1

2

3 **WEED ABATEMENT CONTRACT**

4

5 THIS AGREEMENT, made and entered into for the period from date of Board approval by and

6 between the County of Los Angeles hereinafter referred to as "COUNTY" and Gardner Tractor Service, a

7 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter

8 referred to as "CONTRACTOR".

9

10 **RECITALS**

11 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of

12 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services

13 hereinafter mentioned:

14 **1. COMPLIANCE WITH CONTRACT**

15 PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the

16 General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the

17 undersigned bidder, having familiarized himself with the terms and conditions of the contract, the

18 prices stated, and subject to the instructions and conditions of the General Specifications and other

19 contract documents, agrees to perform, within the time required to be performed, and to provide and

20 furnish any and all of the labor, materials, tools, expendable equipment, and all utility and

21 transportation service necessary to perform the contract and complete in a workmanlike manner all

22 of the work required.

1   **2.   TERM OF AGREEMENT**

2           Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the  
3           Agreement shall be for period commencing from Board approval through June 30, 2007. It may be  
4           extended one time upon mutual agreement. The extension period shall be for 12 months upon  
5           mutual agreement on terms acceptable to the COUNTY.

6           CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)  
7           months from the expiration of the term as provided for herein above. Upon occurrence of this event,  
8           Contractor shall send written notification to Agricultural Commissioner at the address herein  
9           provided in paragraph 11.

10   **3.   CONTRACTOR OBLIGATIONS**

11          CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to  
12          paragraph 1.5 of the General Specifications. The COUNTY guarantees no minimum service  
13          requirement during the term of this agreement.

14   **4.   BILLING AND PAYMENT**

15          CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance  
16          with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of  
17          service to be provided, are itemized in attached Appendix A.

18   **5.   TERMINATION FOR IMPROPER CONSIDERATION**

19          COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of  
20          CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was  
21          offered or given by CONTRACTOR, either directly or through an intermediary, to any County  
22          officer, employee or agent with the intent of securing the Agreement or securing favorable treatment

1 with respect to the award, amendment or extension of the Agreement or the making of any  
2 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In  
3 the event of such termination, COUNTY shall be entitled to pursue the same remedies against  
4 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

5 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit  
6 such improper consideration. The report shall be made either to the County manager charged with  
7 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline  
8 at (800) 544-6861.

9 Among other items, such improper consideration may take the form of cash, discounts, service, the  
10 provision of travel or entertainment, or tangible gifts.

11 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

12 Should CONTRACTOR require additional or replacement personnel after the effective date of the  
13 Agreement, Contractor shall give consideration for any such employment openings to participants  
14 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)  
15 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum  
16 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job  
17 category to the CONTRACTOR.

18 **7. INDEPENDENT CONTRACTOR STATUS**

19 In the performance of this Agreement, CONTRACTOR shall be and remain an independent  
20 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of  
21 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and  
22 CONTRACTOR.

1   **8.    EMPLOYEES OF CONTRACTOR**

2           CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement  
3           are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not  
4           of COUNTY.

5   **9.    COMPLIANCE WITH ALL LAWS**

6           CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations  
7           or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by  
8           reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss,  
9           damage or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,  
10          regulations or ordinances.

11   **10.   INDEMNIFICATION**

12          CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special  
13          Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any  
14          and all liability and expense, including defense costs and legal fees, arising from or connected with  
15          claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S  
16          operations or its services, which result from bodily injury, death, personal injury, or property damage  
17          (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to  
18          indemnify for liability and expense arising from the active negligence of the COUNTY.

19   **11.   INSURANCE**

20          Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this  
21          Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs  
22          of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Alycia Araya, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired



vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

## **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or
2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

1 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this  
2 section, COUNTY may procure, upon such terms and in such manner as COUNTY may  
3 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable  
4 to COUNTY for any excess costs for such similar services.

5 **13. ADDITIONAL TERMINATION PROVISIONS**

6 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may  
7 terminate this Agreement in the event of the occurrence of any of the following:

- 8 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed  
9 to be insolvent if it has ceased to pay its debts in the ordinary course of business or  
10 cannot pay its debts as they become due, whether he has committed an act of  
11 bankruptcy or not, and whether insolvent within the meaning of the Federal  
12 Bankruptcy law or not;
- 13 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 14 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 15 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 16 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY  
17 within 14 days.

18 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and  
19 are in addition to any other rights and remedies provided by law or under this Agreement.

20 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF**  
21 **FUNDS**

22 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for

1 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of  
2 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds  
3 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

4 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate  
5 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify  
6 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

7 **15. GOVERNING LAW/VENUE**

8 This Agreement shall be construed in accordance with any governed by the laws of the State of  
9 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and  
10 various city codes and ordinances. Any action brought by either party on this Agreement shall be  
11 brought in the Los Angeles Superior Court.

12 **16. INCLUSION OF OTHER LAWS/CLAUSES**

13 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in  
14 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced  
15 as though it were included herein, and if through mistake or otherwise any such provision is not  
16 inserted or is not inserted correctly, then upon application of either party the Agreement shall  
17 forthwith be physically amended to make such insertion or correction.

18 **17. NONDISCRIMINATION IN EMPLOYMENT**

19 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons  
20 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be  
21 treated equally by the firm without regard to or because of race, color, religion, ancestry,  
22 national origin, age, sex, or physical or mental disability, marital status, or political affiliation

and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 12 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 12.

**18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or

activity supported by this Agreement.

**19. EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

**20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

**22. COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**23. CONTRACT DOCUMENT INCORPORATED**

The Contract entered in by this Agreement consists of the following Contract documents, all of

1 which are component parts of the Contract as if herein set out in full or attached hereto:

2 Invitation for Bids (IFB) dated February 2005  
3 Bid Award Letter

4 All of the above-named contract documents are intended to be complementary. Work required by  
5 one of the above-named contract documents and not by other shall be done as if required by all.

6 **24. MAXIMUM CONTRACT AMOUNT**

7 COUNTY'S maximum obligation under this Agreement is **\$262,700.00** including all fees and  
8 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses  
9 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort  
10 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner  
11 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total  
12 contract amount in the event additional services from the CONTRACTOR are required.

13 Any other change effecting the scope of work, price or other terms and conditions under this  
14 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

15 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to  
16 determine when it has incurred seventy-five percent (75%) of the total contract authorization under  
17 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the  
18 Agricultural Commissioner at the address herein provided in paragraph 11.

19 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20 A. Responsible Contractor

- 21 1. A responsible Contractor is a Contractor who has demonstrated the attribute of  
22 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the Contract. It is the COUNTY'S policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or being awarded, and/or performing work on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a Contract with the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed



debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

**26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix C of the IFB and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully  
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4  
5 By \_\_\_\_\_  
Mayor, Los Angeles County

6 Attest: Sachi A. Hamai  
7 Executive Officer of  
the Board of Supervisors

8  
9 By \_\_\_\_\_  
Deputy

CONTRACTOR

10 APPROVED AS TO FORM  
11 BY COUNTY COUNSEL:

\_\_\_\_\_  
Company Name

12 RAYMOND G. FORTNER, JR.

By \_\_\_\_\_

Address \_\_\_\_\_

13  
14 By \_\_\_\_\_  
Deputy

\_\_\_\_\_

APPENDIX A

**Gardner Tractor Service**  
**WEED ABATEMENT TRACTOR CONTRACT**  
(Upon Board Approval through June 30, 2007)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 8, Hourly Discing	1,420 hrs	\$185.00	\$262,700.00
<b>Total Amount of Contract Awarded</b>			<b><u>\$262,700.00</u></b>

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